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6 *Attorneys for Defendant Target Corporation*

7  
8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 ELAINA BARBER, an individual,

11 Plaintiff,

12 v.

13 TARGET CORPORATION, a Minnesota foreign  
corporation; DOES I through X, inclusive; and ROE  
14 BUSINESS ENTITIES I through X, inclusive;

15 Defendants.

CASE NO.: 2:13-cv-02268-JCM-VCF

**STIPULATED PROTECTIVE ORDER**

16 IT IS HEREBY STIPULATED AND AGREED, by the undersigned attorneys for the  
17 respective parties, that with regard to material disclosed in the course of the above-captioned lawsuit  
18 ("Lawsuit") which constitute or contain trade secrets or other confidential research, development, or  
19 commercial information of the parties ("Confidential Material"), the following procedures shall  
20 govern:

21 1. This Order is meant to encompass all forms of disclosure which may contain  
22 Confidential Material, including any document, pleading, motion, exhibit, declaration, affidavit,  
23 deposition transcript, inspection and all other tangible items (electronic media, photographs,  
24 videocassettes, etc.).

25 2. The parties may designate any Confidential Material produced or filed in this Lawsuit  
26 as confidential and subject to the terms of this Order by marking such materials "Confidential." If  
27 any material has multiple pages, this designation need only be placed on the first page of such  
28 material. Any material designated as "Confidential" shall not be disclosed to any person or entity,

1 except to the parties, counsel for the respective parties, and expert witnesses assisting counsel in this  
2 Lawsuit.

3 3. Any material designated as confidential pursuant to paragraph 2 above shall be used  
4 solely for the purposes of this Lawsuit and for no other purpose.

5 4. Prior to disclosure of any Confidential Material, each person to whom disclosure is to  
6 be made shall execute a written "Confidentiality Agreement" (in the form attached hereto)  
7 consenting to be bound by the terms of this Order. The parties, counsel for the respective parties  
8 (including legal assistants and other personnel) are deemed to be bound by this Order and are not  
9 required to execute a Confidentiality Agreement.

10 5. Only counsel of record in this Lawsuit shall be permitted to disseminate Confidential  
11 Material. Upon dissemination of any Confidential Material, each non-designating counsel of record  
12 in this Lawsuit shall maintain a written record as to: (1) the identity of any person given Confidential  
13 Material, and (2) the identity of the Confidential Material so disseminated (such as by "Bates stamp"  
14 number). Such record shall be made available to the designating party upon request.

15 6. If additional persons become parties to this Lawsuit, they shall not have access to any  
16 Confidential Material until they execute and file with the Court their written agreement to be bound  
17 by the terms of this Order.

18 7. In the event that any question is asked at a deposition that calls for the disclosure of  
19 Confidential Material, the witness shall answer such question (unless otherwise instructed not to do  
20 so on grounds of privilege) provided that the only persons in attendance at the deposition are persons  
21 who are qualified to receive such information pursuant to this Order. Deposition testimony may be  
22 designated as confidential following the testimony having been given provided that: (1) such  
23 testimony is identified and designated on the record at the deposition, or (2) non-designating counsel  
24 is notified of the designation in writing within thirty days after receipt by the designating party of the  
25 respective deposition transcript. All deposition transcripts in their entirety shall be treated in the  
26 interim as "Confidential" pursuant to paragraph 2 above. When Confidential Material is  
27 incorporated in a deposition transcript, the party designating such information confidential shall  
28 make arrangements with the court reporter not to disclose any information except in accordance with  
the terms of this Order.

1           8. If a deponent refuses to execute a Confidentiality Agreement, disclosure of  
2 Confidential Material during the deposition shall not constitute a waiver of confidentiality. Under  
3 such circumstances, the witness shall sign the original deposition transcript in the presence of the  
4 court reporter and no copy of the transcript or exhibits shall be given to the deponent.

5           9. If a party wishes to attach Confidential Material to a non-dispositive motion or other  
6 filing (excluding dispositive motions) with the Court, then that party will notify the designating party  
7 of its intent to attach the Confidential Material to the filing in writing at least ten (10) days before  
8 filing. If the designating party believes that the release of the Confidential Material is adverse to the  
9 terms of this stipulation, then the non-designating party will bring a motion to seal the non-  
10 dispositive motion or other filing.

11           10. If a party wishes to attach Confidential Material to a dispositive motion, then that  
12 party will notify the designating party of its intent to attach the Confidential Material to the  
13 dispositive motion, in writing, at least ten (10) days before filing. The designating party shall then  
14 file with a motion with the Court to seal the document, setting forth a compelling reason as  
15 established by the Ninth Circuit Court of Appeals in *Kamakan v. City and County of Honolulu*, 447  
16 F.3d 1172 (9<sup>th</sup> Cir. 2006).

17           11. If a non-designating party is subpoenaed or ordered to produce Confidential Material  
18 by another court or administrative agency, such party shall promptly notify the designating party of  
19 the pending subpoena or order and shall not produce any Confidential Material until the designating  
20 party has had reasonable time to object or otherwise take appropriate steps to protect such  
21 Confidential Material.

22           12. If a party believes that any Confidential Material does not contain confidential  
23 information, it may contest the applicability of this Order to such information by notifying the  
24 designating party's counsel in writing and identifying the information contested. The parties shall  
25 have thirty days after such notice to meet and confer and attempt to resolve the issue. If the dispute  
26 is not resolved within such period, the party seeking the protection shall have thirty days in which to  
27 make a motion for a protective order with respect to contested information. Information that is  
28 subject to a dispute as to whether it is properly designated shall be treated as designated in  
accordance with the provisions of this Order until the Court issues a ruling.

1           13. Inadvertent failure to designate any material "Confidential" shall not constitute a  
2 waiver of an otherwise valid claim of confidentiality pursuant to this Order, so long as a claim of  
3 confidentiality is asserted within fifteen days after discovery of the inadvertent failure. At such time,  
4 arrangements shall be made by the parties to designate the material "Confidential" in accordance  
5 with this Order.

6           14. This Order shall be without prejudice to the right of any party to oppose production of  
7 any information or object to its admissibility into evidence.

8           15. When any counsel of record in this Lawsuit or any attorney who has executed a  
9 Confidentiality Agreement becomes aware of any violation of this Order, or of facts constituting  
10 good cause to believe that a violation of this Order may have occurred, such attorney shall report that  
11 there may have been a violation of this Order to the Court and all counsel of record.

12           16. Within thirty days after the termination of this Lawsuit (whether by dismissal or final  
13 judgment), all Confidential Material (including all copies) shall be returned to counsel for the  
14 designating party. In addition, counsel returning such material shall execute an affidavit verifying  
15 that all Confidential Material produced to such counsel and any subsequently made copies are being  
16 returned in their entirety pursuant to the terms of this Order. Such a representation fully  
17 contemplates that returning counsel has: (1) contacted all persons to whom that counsel disseminated  
18 Confidential Material, and (2) confirmed that all such material has been returned to disseminating  
19 counsel.

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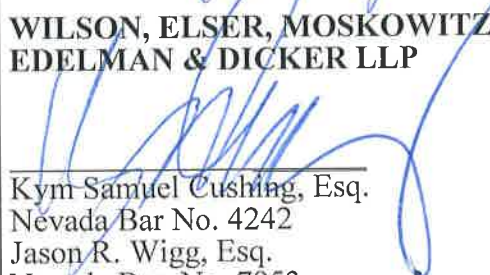
22 . . .

1           17. After the termination of this Lawsuit, the provisions of this Order shall continue to be  
2 binding and this Court shall retain jurisdiction over the parties and any other person who has access  
3 to documents and information produced pursuant to this Order for the sole purpose of enforcement  
4 of its provisions.

5           IT IS SO STIPULATED:


6           DATED this 14 day of June, 2014

7           **WILSON, ELSER, MOSKOWITZ,**  
8           **EDELMAN & DICKER LLP**

9             
10          Kym Samuel Cushing, Esq.  
11          Nevada Bar No. 4242  
12          Jason R. Wigg, Esq.  
13          Nevada Bar. No. 7953  
14          300 South Fourth Street, 11th Floor  
15          Las Vegas, Nevada 89101  
16          Attorneys for Defendant Target Corporation

            DATED this 14 day of June, 2014

**BENSON, BERTOLDO, BAKER &**  
            **CARTER, CHTD.**

  
            Steven M. Baker, Esq.  
            Nevada Bar No. 4522  
            7408 W. Sahara Ave.  
            Las Vegas, NV 89117  
            Attorneys for Plaintiff

14           IT IS SO ORDERED.

15           Dated this 15th day of June, 2014.

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17           \_\_\_\_\_  
18           UNITED STATES MAGISTRATE JUDGE  
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